

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

ESSENCE BROWN-LEGETTE,

Plaintiff,

v.

QUIKTRIP CORPORATION,

Defendant.

CIVIL ACTION FILE NO.  
1:20-cv-03300-JPB

**STIPULATION AND CONFIDENTIALITY AGREEMENT**

The parties, by and through their undersigned counsel, enter the following Stipulation and Confidentiality Agreement regarding confidential information or documents of Defendant QuikTrip Corporation.

1. It is agreed that the documents and other information, including the substance and content thereof, designated by the Defendant, as confidential and proprietary and produced by Defendant in response to any formal or informal requests for discovery in this litigation shall be subject to the terms of this Confidentiality Agreement as set forth below;

2. For purposes of this Stipulation and Agreement, "Confidential

Information” of Defendant includes any document produced in this matter by Defendant pursuant to discovery which has been designated by the producing party as confidential.

3. A party may designate a document as confidential by clearly marking “confidential” on the face of the document produced in a manner that will not obscure the information contained on the documents.

4. The Confidential Information shall be limited to use in the above referenced captioned (hereinafter “Litigation”) by the parties and counsel for the parties, consultants, expert witnesses, deponents, potential witnesses, court personnel, judges and jurors.

5. All Confidential Information produced or provided during the course of the Litigation shall be used solely for the purposes of pretrial discovery, preparing for the settlement or trial of and the actual trial in the Litigation, any appeals in the Litigation, and for no other purpose whatsoever.

6. Before any such Confidential Information, or substance or summary thereof, shall be disclosed to experts or consultants retained by Plaintiff or to employees of Plaintiff’s attorneys, Plaintiff’s attorneys are hereby ordered to tender a copy of this Agreement to each such person or entity in order that each such person or entity to whom such disclosure of Confidential Information is made shall be on notice and fully informed that the contents and substance of

this Agreement are, and are intended to be, equally binding upon it, him or her, as well as upon Plaintiff and Plaintiff's counsel.

7. Nothing in this Agreement shall be deemed a waiver of the right of any Defendant to (a) oppose discovery on grounds other than that the documents and information sought constitute or contain confidential information; or (b) object on any ground to the admission in evidence, at trial of this action, of any Confidential Information.

8. All materials designated as confidential shall be treated as confidential pursuant to the terms of this Agreement of confidentiality. Plaintiff may challenge the designation of any material as confidential or otherwise apply to the Court by motion at any time during the pendency of this case for a ruling upon good cause shown that materials not be treated as confidential.

9. Nothing herein shall prevent any party from using the Confidential Information in connection with any trial, hearing, or other public proceeding in this matter or from seeking further protection with respect to the use of any such Confidential Information in connection with such trial, hearing, or other public proceeding in this matter.

10. This Stipulation and Confidentiality Agreement is without prejudice of the right of any party to seek a modification of the terms of this Agreement as agreed by the parties or as ordered by the Court.

11. Upon the completion of the trial and appeals, if any, in this action, or at the satisfaction of any judgment, or upon conclusion of any settlement, if any, Plaintiff will return the Confidential Information to Defendant, including all copies.

Respectfully submitted this 14<sup>th</sup> day of October, 2020.

**AGREED TO AND SO STIPULATED:**

**Downey & Cleveland, LLP**

**Law Office of Sharon D. Smith-Knox, LLC**

*Signed by Sean L. Hynes with  
express permission*

By: /s/ Sean L. Hynes  
Sean L. Hynes  
Georgia Bar No. 381698  
288 Washington Avenue  
Marietta, Georgia 30060-1979  
(770) 422-3233  
Attorneys for Defendant

By: /s/ Sharon D. Smith-Knox  
Sharon D. Smith-Knox  
Georgia Bar No. 663378  
540 Powder Springs Street  
Marietta, Georgia 30064  
(706) 795-9933  
Attorney for Plaintiff